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19599  
RECORDATION NO. \_\_\_\_\_ FILED 1426  
SEP 15 1995 - 2:20 PM  
INTERSTATE COMMERCE COMMISSION  
OF COUNSEL  
URBAN A. LESTER

September 15, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Security Agreement - Chattel Mortgage, dated as of September 10, 1995, a primary document as defined in the Commission's Rules for Recordation of Documents under 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated  
3301 Rider Trail South  
Earth City, Missouri 63045

Secured Party: Banc One Leasing Corporation  
2400 Corporate Exchange Drive  
Suite 300  
Columbus, Ohio 43231

A description of the railroad equipment covered by the enclosed document is:

353 railcars bearing ACFX reporting marks and road numbers as set forth on Schedule A attached to the Security Agreement.

# 0100774008  
\$ 21.00

RECORDATION NO. 19598 FILED 1425

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September 8, 1995

INTERSTATE COMMERCE COMMISSION

**SUNWEST  
BANK**

Mr. Vernon Williams  
Secretary, Interstate Commerce Commission  
Washington, DC 20423

RE: Recording Pursuant to 49 U.S.C 11303

Dear Mr. Williams:

In have enclosed an original and a copy of a Financing Statement described below to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

The document is a Financing Statement and a primary document dated August 16, 1995.

The names and addresses of the parties to the document are as follows:

**BORROWER**

Southwest Rail Car Limited Company,  
a New Mexico limited liability company  
2512 Graceland NE  
Albuquerque, NM 87110

**SECURED PARTY**

Sunwest Bank of Albuquerque, N.A.  
PO Box 25500  
Albuquerque, NM 87125-0500

RECEIVED  
OFFICE OF THE  
SECRETARY  
SEP 14 3 31 PM '95  
LICENSING BRANCH

A description of the collateral covered by the document is as follows:

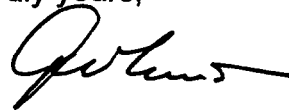
Former Santa Fe Super Chief buffet-lounge-dormitory car named the "Acoma", car #1370, and all additions and accessions thereto, all renewals, substitutions and replacements thereof and any cash or noncash proceeds and products thereof.

Mr. Vernon A. Williams  
September 15, 1995  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in black ink.

Robert W. Alvord

RWA/bg  
Enclosures

19599  
RECORDATION NO. \_\_\_\_\_ FILED 1426

SEP 15 1995 - 2:20 PM

INTERSTATE COMMERCE COMMISSION

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SECURITY AGREEMENT - CHATTEL MORTGAGE

BETWEEN

ACF INDUSTRIES, INCORPORATED,

DEBTOR

AND

BANC ONE LEASING CORPORATION

LENDER

Dated as of September 10, 1995

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## SECURITY AGREEMENT - CHATTEL MORTGAGE

SECURITY AGREEMENT - CHATTEL MORTGAGE dated as of September 10, 1995 (the "Security Agreement") between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and BANC ONE LEASING CORPORATION, an Ohio corporation (the "Lender").

### RECITALS

A. Pursuant to Section 2.01 of the Loan Agreement and subject to the conditions therein set forth, the Lender has agreed to make a loan to the Debtor in the aggregate principal amount of Ten Million Dollars (\$10,000,000.00) (the "Secured Loan") evidenced by a secured promissory note executed by the Debtor in favor of the Lender or its registered assigns.

B. The principal of and interest on the Secured Loan and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Loan Agreement, the Note, this Security Agreement and the other Loan Documents are hereinafter sometimes referred to as "indebtedness hereby secured."

### Section 1. DEFINITIONS

1.01 Terms defined in the preamble hereof shall have their respective meanings when used herein and as used herein, the following terms shall have the meanings herein specified unless the context otherwise requires. Capitalized terms used but not defined here shall have the meanings assigned to them in the Loan Agreement. Defined terms in this Security Agreement shall include in the singular number the plural and in the plural number the singular.

"AAR" shall mean the Association of American Railroads.

"AAR Value" shall mean, with respect to any railcar included in the Equipment or any proposed Replacement Unit, the settlement value of such railcar as determined in accordance with Rule 107 -- Damaged and/or Destroyed Cars (or any successor rule) of the AAR as published in the most recent edition of the Field Manual of the A.A.R. Interchange Rules (or a successor publication).

"Casualty Date" shall have the meaning specified in Section 5.02 (a) hereof.

"Casualty Loss" shall have the meaning specified in Section 5.02 (a) hereof.

"Casualty Loss Proceeds" shall have the meaning specified in Section 5.02(a) hereof.

"Casualty Payments" shall have the meaning specified in Section 5.02(a) hereof.

"Casualty Total Date" shall have the meaning specified in Section 5.02(a) hereof.

"Collateral" shall have the meaning specified in Section 2 hereof.

"Equipment" shall have the meaning specified in Section 2.02 hereof.

"Equipment Casualty Loss" shall have the meaning specified in Section 5.02 (a) hereof.

"Equipment Leases" shall have the meaning specified in Section 2.03 hereof.

"Equipment Lessees" shall mean the lessees, as lessees under the Equipment Leases.

"Equipment Lease Proceeds" shall have the meaning specified in Section 2.03 hereof.

"Expired Date" shall have the meaning specified in Section 5.02(a) hereof.

"Expired Lease" shall have the meaning specified in Section 5.02(a) hereof.

"ICA" shall mean the Interstate Commerce Act, as amended, and the regulations and rulings promulgated thereunder.

"Items of Equipment" shall have the meaning specified in Section 2.02 hereof.

"Lien" shall have the meaning specified in Section 3.03 hereof.

"Loan Agreement" means the Term Loan Agreement of even date herewith by and between the Debtor and the Lender,



as the same may be amended, supplemented or otherwise modified from time to time.

"Original Lease" shall have the meaning specified in the definition of "Replacement Lease" in this Section 1.

"Permitted Lien" shall have the meaning specified in Section 3.03 hereof.

"Replacement Lease" shall mean a lease entered into by the Debtor in an arms-length transaction that imposes no additional material obligations on the Debtor than those imposed by the Expired Lease or the Equipment Lease to which the original Item of Equipment being replaced was subject (such lease being the "Original Lease"), as the case may be, and is with a lessee that the Lender reasonably determine is comparable in creditworthiness to the lessee under the Expired Lease or the original Lease, as applicable, and which is otherwise in form and substance reasonably acceptable to the Lender.

"Replacement Unit" shall mean a replacement unit of Rolling Stock that is reasonably acceptable to the Lender.

"Rolling Stock" shall mean standard gauge railroad rolling stock, other than passenger equipment or work equipment, used or intended for use in connection with interstate commerce; excluding however, railroad rolling stock scrapped or intended to be scrapped.

"Secured Loan" shall have the meaning specified in the first recital hereof.

"Security Agreement" shall mean this Security Agreement as specified in the first paragraph hereof.

"UCC" shall mean the Uniform Commercial Code as in effect in the State of New York unless otherwise specified, as amended.

## Section 2. SECURITY

2.01 Grant of Security. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Lender and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, and in order to secure the due payment of the

principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other indebtedness and liabilities of the Debtor to the Lender and the performance and observance by the Debtor of all its obligations contained in or arising out of the Loan Agreement, this Security Agreement, the Note and the other Loan Documents (sometimes referred to herein collectively as the "Obligations"), does hereby assign, mortgage, pledge, hypothecate, transfer and set over to the Lender and grant the Lender a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 2.02, 2.03 and 2.04 hereof (all of which properties are hereinafter collectively referred to as the "Collateral").

2.02 Equipment Collateral. The Collateral includes certain railroad tank cars and covered hopper cars which cars are more fully described in Schedule A hereto (collectively, the "Equipment" or "Items of Equipment" and individually, an "Item of Equipment") together with all accessories, equipment, parts and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to or proceeds of any and all of said Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom.

2.03 Rental Collateral.

(a) The Collateral also includes, all right, title, interest, claims and demands of the Debtor in, to and under each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to and only to the extent relating to the Equipment (each such portion of such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the

opinion of the Lender) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment (the "Equipment Lease Proceeds")

(b) It is expressly agreed that anything herein contained to the contrary notwithstanding, the Debtor shall remain liable under the Equipment Leases to perform all of the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and neither the Lender nor the Transferees shall have any obligation or liability under the Equipment Leases by reason of or arising out of the assignment hereunder, nor shall the Lender nor the Transferees be required or obligated in any manner to perform or fulfill any obligations of the Debtor under or pursuant to the Equipment Leases or, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) The Lender shall be entitled to collect and receive the Equipment Lease Proceeds only upon the occurrence of and during the continuance of an Event of Default.

### Section 3. COVENANTS AND WARRANTIES OF DEBTOR

The Debtor covenants, warrants and agrees with Lender that until the Obligations are paid in full that:

3.01 Maintenance of Equipment. The Debtor shall maintain and keep, or cause to be maintained and kept, at its or the Equipment Lessees' own cost and expense, each Item of Equipment in good order and repair in compliance with all AAR mechanical regulations and industrial commercial acceptance standards for revenue interchange loading, unless and until it becomes worn out, unsuitable for use, lost or destroyed; provided that any such Item of Equipment so worn out, obsolete, lost or destroyed shall be replaced with a Replacement Unit which is subject to a Replacement Lease in accordance with the provisions of Section 5.02 hereof.

### 3.02 Insurance.

(a) The Debtor shall maintain, or cause to be maintained at its own expense, with responsible insurance companies acceptable to the Lender, property, liability and other insurance, on such of its properties, in such amounts, against such risks and in such form as is customarily maintained by similar businesses, and, in any event, with respect to liability insurance, in an amount not less than \$100 million, which insurance shall at all times include coverage for all liabilities covered under, and shall not include, any exclusions other than those set forth in the Debtor's policies of insurance as in effect on the Closing Date.

(b) For purposes of this Section 3.02, liability insurance may include a program of self-insurance for up to Five Million Dollars (\$5,000,000.) of liability exposures; provided that under any such program of self-insurance the Debtor shall maintain, or cause to be maintained, adequate reserves on its books in accordance with GAAP, if applicable, to cover all risks not otherwise insured by an insurance company, and the Debtor shall, within thirty (30) days after the end of each of its fiscal quarters, deliver to the Lender a certificate of a Responsible Officer setting forth evidence of the maintenance of such sufficient reserves as required herein and any other financial statements or records as the Lender may require or request with respect to such program of self-insurance.

(c) The Debtor shall cause the Lender to be named as an additional insured and loss payee under all policies of insurance maintained pursuant to the provisions of this Section 3.02 and shall deliver to the Lender (x) on the Closing Date, evidence in form and substance satisfactory to the Lender of such insurance policies, and (y) thereafter, thirty (30) days prior written notice before any cancellation, expiration, cessation, reduction in amount or change in coverage thereof shall become effective.

### 3.03 Preservation of Collateral.

(a) The Debtor will warrant and defend the title to the Collateral against all claims and demands of all Persons except Persons claiming by, through or under the Lender, or the Transferees. The Debtor will not assign, sell, lease, transfer or otherwise dispose of, nor will the Debtor suffer or permit any of the same to occur with respect to the

Collateral except as provided in Section 5.02(b). The Debtor will not create, assume or suffer to exist any Lien on the Collateral other than Permitted Liens (as hereinafter defined) and the Debtor shall pay or discharge, at its own cost and expense, any and all claims, liens or charges other than Permitted Liens. As used herein, "Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien or charge of any kind. As used herein, "Permitted Liens" shall mean:

(i) the Liens created by this Security Agreement and by the Equipment Leases;

(ii) the Liens arising from taxes, assessments or governmental charges or levies either not yet assessed or, if assessed not yet due or contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Debtor's books in accordance with GAAP consistently applied)

(iii) mechanics', materialmen's, suppliers', warehousemen's, workmen's, repairmen's, employees', or other like Liens arising by operation of law in the ordinary course of business for amounts which are either not yet due or are not yet overdue for more than 15 days or are being contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Debtor's books in accordance with GAAP consistently applied or when required in order to pursue such proceedings, an adequate bond has been obtained) so long as such proceedings do not involve any danger of sale, forfeiture or loss, of Equipment; and

(iv) Liens arising out of judgments or awards against the Debtor which are being contested in good faith by appropriate proceedings (and for the payment of which an adequate bond has been obtained) and with respect to which there shall have been secured a stay of execution pending such appeal or proceedings for review, so long as such proceedings, in the judgment of the Lender, do not involve any danger of sale, forfeiture or loss, of Equipment.

(b) The Debtor shall advise the Lender promptly, in reasonable detail, of any Lien or claim made or asserted against any of the Collateral and of any event affecting the Lender's security interest in the Collateral.

3.04 Further Assurances. The Debtor will, at its own expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary for the perfection and maintenance of the perfection of the security interests in the Collateral, whether now owned or hereafter acquired, with the ICC, pursuant to the UCC and ICA, and with the Registrar General of Canada pursuant to the Railway Act (Canada) and as the Lender may consider necessary or desirable.

3.05 Recordation and Filing.

(a) The Debtor will (x) cause this Security Agreement and any supplements hereto at all times to be executed, recorded and filed, at no expense to the Lender, with the ICC and with the Registrar General of Canada, and all financing and continuation statements to be filed with the Secretary of State of the States of Missouri and New York and with the County Clerks in St. Louis County, Missouri, New York County and Westchester County in the State of New York, and cause such documents and all similar notices required by applicable law to be filed in such other jurisdictions and with such other Federal, state, provincial or local government or agency thereof where the Lender deems it necessary or desirable to perfect, protect, or preserve its lien on the Collateral, in order to fully preserve and protect the rights of the Lender hereunder; and (y) at its own expense, furnish to the Lender promptly after the execution and delivery of any supplement to this Security Agreement, opinions of: (i) Gordon Altman Butowsky Weitzen Shalov & Wein, counsel to the Debtor, (ii) Alvord & Alvord, special ICC counsel to the Debtor, and (iii) Aird & Berlis, special Canadian counsel to the Debtor, or such other counsel as the Lender may reasonably request, which opinions shall cover the matters set forth in paragraphs (e), (f), (j) and (k) of Exhibit C to the Loan Agreement, in accordance with the terms of such Exhibit C, and shall otherwise be in form and substance reasonably satisfactory to the Lender.

(b) The Debtor hereby authorizes the Lender to take all action (including, without limitation, the filing of this Security Agreement and any supplements thereto and any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Debtor) which the Lender may deem necessary to perfect, protect, or preserve the liens and security interests created hereunder and to obtain the benefits of this Security Agreement.

### 3.06 Power of Attorney.

(a) The Debtor does hereby irrevocably constitute and appoint the Lender and its successors and assigns, upon the occurrence and during the continuance of an Event of Default, its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt for and sue for any and all Equipment Lease Proceeds hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all instruments or commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Lender may deem necessary in its reasonable discretion to perfect, protect and preserve the right, title and interest of the Lender in and to such Equipment Lease Proceeds and the security intended to be afforded hereby.

(b) The parties acknowledge that the powers conferred on the Lender hereunder are solely to protect its interest in the Collateral and that anything herein contained to the contrary notwithstanding, neither the Lender nor its successors or assigns shall have any duty, obligation or liability by reason of or arising out of this Security Agreement to make any inquiry as to the nature or sufficiency of, to present or file any claim with respect to, or to take any action to collect or enforce the payment of, any amounts to which it may be entitled at any time by virtue of this Security Agreement.

3.07 Chief Executive Office. The chief executive office of the Debtor is located at 3301 Rider Trail South, Earth City, Missouri 63045 and all the records related to the Equipment and to the Equipment Leases are kept in said office. The Debtor shall give the Lender thirty (30) days advance written notice of any change of such office address.

3.08 Acquisition of Interest in the Equipment. The Debtor has acquired its interest in the Equipment for its own account and with its general corporate assets and no funds used to acquire any Item of Equipment have been furnished directly or indirectly out of the assets of or in connection with any employee benefit plan (or its related trust) or any separate account in which any employee benefit plan has any interest. As used in this paragraph, the terms "employee

benefit plan" and "separate account" shall have the respective meanings assigned to them in ERISA.

### 3.09 Actions Under the Equipment Leases.

(a) All the Equipment Leases are in full force and effect and are in substantially the form of Exhibit D to the Loan Agreement and the Debtor shall not enter into any agreement amending or supplementing any Equipment Lease in any material respect, execute any waiver or modification of, or consent to the non-compliance with, any material provision of any Equipment Lease, settle or compromise any material claim against any Equipment Lessee arising under any Equipment Lease, or submit or consent to the submission of any dispute difference or other matter arising under or in respect of any Equipment Lease to arbitration thereunder, in each instance, without the prior written consent of the Lender.

(b) The Debtor shall comply, and use its reasonable efforts to cause each of the Lessees to comply, in all material respects, with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof, or to the operation of the Debtor's business (including all laws of the jurisdictions in which operations involving the Equipment may extend the interchange rules of the Association of American Railroads and all rules of the Interstate Commerce Commission) and the Registrar General of Canada; provided, however, that the Debtor may contest any acts, rules, regulations, orders and directions of such bodies or officials in any reasonable manner which will not, in the sole opinion of the Lender materially adversely affect the Lender's rights or the priority of its security interest in the Collateral;

3.10 Right to Inspect the Collateral. The Debtor shall at any reasonable time, at the request of the Lender, cause the Collateral to be exhibited to the Lender (or persons designated by the Lender) for purposes of inspection, provided that the Equipment, will not be made available for inspection at any Equipment Lessee's facility.

3.11 Reports. On or before October 1 in each year, commencing with the calendar year 1996, to furnish to the Lender an accurate statement (a) setting forth as at the preceding October 1st the amount, description and numbers of all Items of Equipment then covered by an Equipment Lease, the amount, description and numbers of all Items of Equipment that have suffered a Casualty Loss during the preceding calendar



year or, in the case of the first such statement, since the date of this Security Agreement (specifying the dates of such Casualty Loss) or to the knowledge of the Debtor are then undergoing repairs (other than running repairs) or are then withdrawn from use pending repairs (other than running repairs) and such other information regarding the condition and state of repair of the Items of Equipment as the Lender may reasonably request and (b) stating that, in the case of all Items of Equipment repainted or repaired during the period covered by such statement, the numbers and the marking required by Section 3.12 hereof and the Equipment Leases have been preserved or replaced. The Debtor shall keep proper books and records with respect to the Equipment and each Equipment Lease and the other Collateral covered thereby. The Lender shall have the right (but not any obligation) by its agents to inspect the Items of Equipment and the Debtor's records with respect thereto (and the right to make extracts from and to receive from the Debtor true copies of such records relating to the Collateral other than the Equipment Leases except as otherwise provided herein) at such reasonable times as the Lender may request during the continuance of this Security Agreement.

### 3.12 Marking of Equipment.

(a) Debtor will cause each Item of Equipment to be kept numbered with the identifying number set forth in Schedule A hereto, and at the request of the Lender if the Lender determines that it is necessary in order to perfect, protect or preserve its first security interest in the Collateral, the Debtor shall keep and maintain plainly, distinctly, permanently and conspicuously marked on each side of each Item of Equipment, in letters not less than one inch in height, the words, "Ownership subject to a Security Agreement filed with the Interstate Commerce Commission". The Debtor shall not change, or permit to be changed, the identifying number of any Item of the Equipment except in accordance with a statement of new identifying numbers to be substituted therefor after the Lender has been notified in writing and which statement shall be filed, recorded or deposited in all public offices where this Security Agreement shall have been filed, recorded or deposited. The Debtor shall forthwith furnish to the Lender an opinion of such counsel and in form and substance satisfactory to the Lender to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect the Lender's first Lien or security interests in such Items of Equipment and no further filing, recording, deposit

or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to perfect, protect, or preserve the security interest of the Lender in such Items.

(b) Except as above provided, the Debtor will not allow the name of any Person (other than the Debtor) to be placed on the Item of Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Debtor may permit the Equipment to be lettered with the names, trademarks, initials or other insignia customarily used by the user of such Equipment or its affiliates.

3.13 Use of Equipment. The Equipment will be used by a lessee, a sublessee or user incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof), only upon lines of railroad owned or operated by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof) or over lines upon which such railroad company or companies have trackage rights or rights for operation of their trains, and upon connecting with other carriers in the usual interchange of traffic in the continental United States and Canada, only upon and subject to all the terms and conditions of Equipment Leases.

3.14 Replacement Units and Replacement Leases. The representations and warranties of the Debtor with respect to the Equipment and the Equipment Leases which are set forth in Section 4.01(q) of the Loan Agreement shall be true and correct with respect to each Replacement Unit and each Replacement Lease as of the date such Replacement Unit or Replacement Lease becomes subject to this Security Agreement.

#### Section 4. SPECIAL PROVISIONS CONCERNING LEASES

4.01 Debtor's Rights Under Equipment Leases. Until the occurrence and continuance of an Event of Default, and subject to any limitations set forth herein or in the Loan Agreement, the Debtor may exercise all of the Debtor's rights, powers, privileges and remedies under the Equipment Leases, including, without limitation, the right to receive any and all monies due or to become due under the Equipment Leases, and to retain all copies (original or duplicates) of Equipment Leases.

4.02 Equipment Lease Location and Legend. The Debtor shall keep the original Equipment Leases at its chief executive offices and shall mark all Equipment Leases with the following language:

The rights and interests of ACF Industries, Incorporated under this Lease and all amendments, and riders hereto relating to certain railcars listed herein, and in such railcars, have been assigned to one or more financial institutions or banks listed on the page or pages at the end of this Lease and are subject to a first priority perfected security interest in favor of such financial institutions or banks. To the extent that this Lease constitutes chattel paper, no security interest in this Lease may be created or perfected through the transfer or possession of this counterpart.

The Lender shall have the right from time to time to require the Debtor to mark on the page or pages at the end of the Equipment Leases describing the Equipment in which the Lender has interests hereunder and require the Debtor to place notations of the Lender's interests in the Collateral. The Lender shall have the right from time to time to periodically audit the lease records of the Debtor as to the status of the Equipment and Equipment Leases.

#### Section 5. COLLATERAL

5.01 Possession of Collateral. So long as no Event of Default has occurred and is continuing, the Debtor and each Equipment Lessee party to an Equipment Lease shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral, including without limitation the Equipment Leases and to manage, operate and use the Collateral and each part thereof with the rights and franchises pertaining to the Collateral; provided always that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of this Security Agreement.

#### 5.02 Casualty Loss; Insurance Proceeds; Cash Collateral Account.

(a) In the event and at such time as any Equipment Lease expires (the "Expiration Date") prior to the maturity of

the Note (each, an "Expired Lease") or a Responsible Officer first has knowledge (a "Casualty Date") that any Item of Equipment, is destroyed, lost, stolen, irreparably damaged, or missing for a period in excess of thirty (30) days, taken by any governmental entity (including without limitation condemnation, confiscation, requisition, taking of title or use by any governmental entity) or otherwise becomes unusable in the business of the Debtor (such event or condition, a "Equipment Casualty Loss"); the Debtor shall promptly inform the Lender of the Equipment Casualty Loss or the expiration of the Expired Lease, as the case may be. If on any date (a "Casualty Total Date") that either (i) a Responsible Officer of Borrower has knowledge that an Equipment Casualty Loss has occurred with respect to one or more Items of Equipment, or (ii) one hundred twenty (120) days after an Expiration Date if neither the Expired Lease has been renewed nor the Item of Equipment covered by such Expired Lease been made subject to a Replacement Lease (together with an Equipment Casualty Loss, a "Casualty Loss"), then, at the option of the Debtor, within ten (10) Business Days after such Casualty Total Date, either (i) the Debtor shall pay to Lender for application to the principal amount due under the Loan (without a Prepayment Penalty) an amount (the "Casualty Loss Proceeds") equal to the then outstanding principal amount of the Loan multiplied by the AAR Value of the Equipment subject to the Casualty Loss divided by the AAR Value of the Equipment immediately preceding the Casualty Loss (which shall include the AAR Value of the Equipment which suffered the Casualty Loss); or (ii) the Debtor shall pledge to the Lender such number of Replacement Units which are subject to Replacement Leases which have an aggregate AAR Value equal to or greater than the Equipment subject to the Casualty Loss. Upon the taking of the actions set forth in clauses (i) or (ii) above, (x) at the request of the Debtor, the Lender shall take such actions as may reasonably be requested by the Debtor in order to release such Items of Equipment which were subject to a Casualty Loss from the Lien of this Security Agreement, including the delivery to the Debtor of releases in recordable form with the ICC and the Registrar General (Canada) and UCC-3 Release Statements, all at the expense of the Debtor, (y) the Debtor shall be entitled to retain, free of the Lender's Lien hereunder, any insurance proceeds, lessee payments, railroad payments or other casualty recoveries ("Casualty Payments") received by the Debtor to the extent they relate to the Items of Equipment subject to such Casualty Loss, and (z) the Lender shall pay over to the Debtor any and all Casualty Payments received by the Lender relating to such Items of Equipment.

Section 6.        SECURED PARTY'S RIGHTS

6.01 Secured Party's Rights. The Debtor agrees that when any Event of Default as defined in the Loan Agreement has occurred and is continuing, the Lender shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the ICA and under the UCC (regardless of whether such UCC or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) as applicable, and the Lender shall have the following rights and remedies:

(a) The Lender shall have all the rights of a secured party under the ICA, the UCC and the Railway Act (Canada) to enforce the security interests contained herein.

(b) The Lender personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession of, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold, and the Debtor shall deliver, or cause to be delivered, possession of the Equipment to the Lender or its agents where the same may be found or at such place or places as the Lender may reasonably require. Notwithstanding anything hereunder to the contrary, so long as no Event of Default has occurred and is continuing unremedied, the original Equipment Leases delivered to the Debtor shall remain at the chief executive offices of the Debtor; provided, however, that in the event an Event of Default has occurred and is continuing, the Debtor shall provide to the Lender the original Equipment Leases or, in case originals are not available because one or more lenders have an interest in leases reflected in the same document as such Equipment Leases, duplicate copies of the Equipment Leases and the Equipment Schedules to master Equipment Leases and, in all cases, all relevant information that the Lender may request regarding all other leases and all other lenders, and if requested by all lenders with a security interest in any Equipment Lease, deliver such Equipment Leases to a trustee designated by the Lender and all the other lenders.

(c) Any Collateral repossessed by the Lender under or pursuant to this Section 6.01 may be sold, leased or

otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Lender may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Lender or after any overhaul or repair which the Lender shall determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the times at which such disposition is to be made and the intended sale price or other consideration therefor. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in the City of New York. To the extent permitted by any such requirement of law, the Lender may itself bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Debtor (except to the extent of surplus money received as provided in Section 6.03). In the payment of the purchase price therefor, the Lender shall be entitled to have credit on account of the purchase price thereof of amounts owing to the Lender on account of the indebtedness hereby secured and the Lender may deliver the claims for interest on or principal of the Secured Loan or other indebtedness hereby secured in lieu of cash up to the amount which would, upon distribution of the net proceeds of such sale, be payable thereon. If, under mandatory requirements of applicable law, the Lender shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to Debtor as hereinabove specified, the Lender need give Debtor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

(d) The Lender may proceed to protect and enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for

foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other legal or equitable remedy available under applicable law.

6.02 Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold, or any part thereof under, by or through the Debtor, its successors or assigns.

6.03 Application of Sale Proceeds. The proceeds of any sale of the Collateral, or any part thereof, and the proceeds of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of all costs and expenses including those of foreclosure or suit, if any, and of such sale, and of all proper expenses, liability and advances, including legal expenses and reasonable attorneys' fees, incurred or made hereunder, under the Note, or under the Loan Agreement or the other Loan Documents, by the Lender;

(b) Second, to the payment of the amounts then owing or unpaid in respect of the Note and any other amounts owed to the Lender in accordance with the provisions of the Loan Documents; and

(c) Third, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whosoever may be lawfully entitled to receive the same.

6.04 Discontinuance of Remedies. In case the Lender shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Debtor and the Lender shall be restored to their former respective positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

6.05 Cumulative Remedies. No delay or omission of the Lender to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Lender of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting there from except as may be otherwise provided herein. The Lender may exercise any one or more or all of the remedies hereunder and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Lender be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

6.06 Indemnity. The Debtor agrees to indemnify, protect and hold harmless the Lender, and its assigns, directors, officers, employees, agents or representatives (each an "Indemnified Party") from and against all losses, damages, injuries, liabilities, claims, suits, obligations, penalties, actions, judgments, costs, interest and demands of any kind or nature whatsoever (all the foregoing losses, damages etc. are the "indemnified liabilities"), and expenses in connection therewith (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnified Party in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnified Party shall be designated a party thereto, and the expenses of investigation by engineers, environmental consultants and similar technical personnel) arising out of, in connection with, or as the result of any claim for personal injury or property damage arising from the operation, use, condition, possession, storage or repossession of any of the Collateral, or any claim relating to any laws, rules or regulations, including, without limitation, environmental control, noise and pollution laws, rules or regulations or the entering into or performance of this Security Agreement, the Loan Agreement, the Note, and the other Loan Documents, the enforcement of any rights thereunder, the retention by the Lender of a security interest in the Collateral, or arising during the period of any delivery, rejection, storage or repossession of any of the



Equipment while a security interest therein remains in the Lender or during the period of the transfer of such security interest in the Collateral by the Lender pursuant to any of the provisions of this Security Agreement; provided, however, that the Debtor shall have no obligation to so indemnify any Indemnified party for any indemnified liabilities arising solely from its willful misconduct or gross negligence. The foregoing indemnity shall survive the termination of this Security Agreement and the Loan Agreement and payment in full of the Obligations.

6.07 Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender, in connection with the preparation of this Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of financing statements and other documents (including all taxes in connection with the filing and recording of such documents) in public offices, the payment or discharge of any taxes relating to the Collateral or imposed upon the Debtor, insurance premiums, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and the Lender's security interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to the transaction to which this Security Agreement relates, shall be borne and paid by the Debtor on demand by the Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate prescribed in the Loan Agreement.

## Section 7. MISCELLANEOUS

7.01 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Lender shall bind and inure to the benefit of the successors and assigns of such parties whether so expressed or not.

7.02 Entire Agreement. This Security Agreement, together with the Loan Agreement, the Schedule and other agreements referred to herein, constitute the entire understanding

between the parties with respect to the subject matter hereof. All prior agreements, understandings, representations, warranties and negotiations, if any, are merged into this Security Agreement, and this Security Agreement is the entire agreement between the Debtor and the Lender relating to the subject matter hereto. This Security Agreement cannot be changed or terminated orally.

7.03 Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

7.04 Notices. All notices and communications provided for herein shall be given to such parties, at such addresses and in such manner as is provided in the Loan Agreement.

7.05 Termination. This Security Agreement and the security interest granted hereby shall terminate when the Obligations have been fully paid or discharged, at which time the Lender shall, at the Debtor's expense, execute and deliver to the Debtor at its expense all Uniform Commercial Code termination statements and such similar documents or proper instrument or instruments which the Debtor shall reasonably request to evidence such termination and the release of Collateral including releases in recordable form under the ICA and the Railway Act (Canada). Upon the release of this Security Agreement, all amounts in the Cash Collateral Account shall be under the sole dominion and control of the Debtor.

7.06 GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE UNDER, CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO (OTHER THAN THE LAWS OF THE STATE OF OHIO GOVERNING THE CHOICE OF LAW); PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING, RECORDING OR DEPOSIT HEREOF, IF ANY.

7.07 Submission to Jurisdiction. Debtor agrees that the state and federal courts in Franklin County, Ohio have non-exclusive jurisdiction over any matters arising out of this Agreement, and that service of process in any such proceeding shall be effective if mailed to, and actually received by Debtor at its address described in the Notices section hereof.

7.08 Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of

counterparts, each of such counterparts constituting an original but all together constituting only one Security Agreement.

7.09 Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

7.10 Waiver of Jury Trial. BY ITS SIGNATURE BELOW WRITTEN EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

By: 

Name:

Robert J. Mitchell

Title:

Senior Vice President Finance

BANC ONE LEASING CORPORATION

By: 

Name:

Richard W. Ballantine

Title: President

[Signature Page to Security Agreement]

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

ss.:

On this 13<sup>th</sup> day of September, 1995, before me, personally appeared ROBERT J. MITCHELL to me personally known, who being by me duly sworn, says that he resides at Woodbury, New York and is Senior Vice President of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

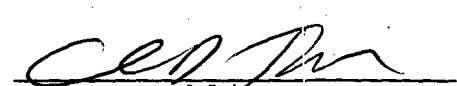
  
Notary Public

ROBYN G. STEINBERG  
Notary Public, State of New York  
No. 01ST5026264  
Qualified in New York County  
Commission Expires April 18, 1996

STATE OF Ohio )  
COUNTY OF Franklin )

ss.:

On this 12<sup>th</sup> day of September, 1995, before me, personally appeared Richard Bellantone to me personally known, who being by me duly sworn, says that he resides at Columbus, Ohio and is President of Banc One Leasing Corporation, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

CHRISTOPHER D. TRAIL, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

9/11/95; 6:31pm  
24950/1760/SS/77685.10

-22-

CHRISTOPHER D. TRAIL, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

## SCHEDULE A

RPTG MARK	CAR NUMBER	AAR DESG	RPTG MARK	CAR NUMBER	AAR DESG	RPTG MARK	CAR NUMBER	AAR DESG
ACFX	13512	T103	ACFX	64831	C214	ACFX	66703	C214
ACFX	13514	T103	ACFX	64839	C214	ACFX	66704	C214
ACFX	17007	T409	ACFX	65011	C214	ACFX	66708	C214
ACFX	17102	T389	ACFX	65012	C214	ACFX	66793	C214
ACFX	17211	T439	ACFX	65013	C214	ACFX	66794	C214
ACFX	17213	T439	ACFX	65014	C214	ACFX	66795	C214
ACFX	17681	T389	ACFX	65015	C214	ACFX	66796	C214
ACFX	17757	T438	ACFX	65016	C214	ACFX	66803	C214
ACFX	17775	T438	ACFX	65017	C214	ACFX	66804	C214
ACFX	17778	T438	ACFX	65019	C214	ACFX	66805	C214
ACFX	17845	T418	ACFX	65020	C214	ACFX	66806	C214
ACFX	17873	T418	ACFX	65022	C214	ACFX	66807	C214
ACFX	17882	T418	ACFX	65023	C214	ACFX	66808	C214
ACFX	18751	T389	ACFX	65024	C214	ACFX	66823	C214
ACFX	18802	T389	ACFX	65025	C214	ACFX	66824	C214
ACFX	18835	T389	ACFX	65027	C214	ACFX	66825	C214
ACFX	18845	T409	ACFX	65028	C214	ACFX	66827	C214
ACFX	19000	T563	ACFX	65029	C214	ACFX	66829	C214
ACFX	36000	C214	ACFX	65030	C214	ACFX	71099	T055
ACFX	36002	C214	ACFX	65031	C214	ACFX	71682	T105
ACFX	36025	C214	ACFX	65032	C214	ACFX	71688	T107
ACFX	36047	C214	ACFX	65033	C214	ACFX	71689	T107
ACFX	36406	C214	ACFX	65034	C214	ACFX	71690	T107
ACFX	36419	C214	ACFX	65035	C214	ACFX	71691	T107
ACFX	36422	C214	ACFX	65037	C214	ACFX	71692	T107
ACFX	41068	C714	ACFX	65038	C214	ACFX	71693	T107
ACFX	41069	C714	ACFX	65039	C214	ACFX	71694	T107
ACFX	41070	C714	ACFX	65040	C214	ACFX	71695	T107
ACFX	41071	C714	ACFX	65041	C214	ACFX	71696	T107
ACFX	41072	C714	ACFX	65042	C214	ACFX	71697	T107
ACFX	41073	C714	ACFX	65043	C214	ACFX	71698	T107
ACFX	41074	C714	ACFX	65795	C214	ACFX	71699	T107
ACFX	41075	C714	ACFX	65796	C214	ACFX	71700	T107
ACFX	52197	C114	ACFX	65797	C214	ACFX	71701	T107
ACFX	52336	C114	ACFX	65798	C214	ACFX	71702	T107
ACFX	52568	C114	ACFX	65799	C214	ACFX	71703	T107
ACFX	52936	C114	ACFX	65800	C214	ACFX	71704	T107
ACFX	52948	C114	ACFX	65801	C214	ACFX	71705	T107
ACFX	59590	C214	ACFX	65802	C214	ACFX	71706	T107
ACFX	59620	C214	ACFX	65803	C214	ACFX	71707	T107
ACFX	64812	C214	ACFX	65804	C214	ACFX	71708	T107
ACFX	64814	C214	ACFX	65805	C214	ACFX	71709	T107
ACFX	64815	C214	ACFX	65806	C214	ACFX	71710	T107
ACFX	64816	C214	ACFX	65807	C214	ACFX	71711	T107
ACFX	64819	C214	ACFX	65808	C214	ACFX	71712	T107
ACFX	64820	C214	ACFX	65809	C214	ACFX	71713	T107
ACFX	64821	C214	ACFX	65810	C214	ACFX	71714	T107
ACFX	64825	C214	ACFX	65850	C214	ACFX	71715	T107
ACFX	64826	C214	ACFX	66701	C214	ACFX	71716	T107
ACFX	64827	C214	ACFX	66702	C214	ACFX	71728	T107

## SCHEDULE A

RPTG MARK	CAR NUMBER	AAR DESG	RPTG MARK	CAR NUMBER	AAR DESG	RPTG MARK	CAR NUMBER	AAR DESG
ACFX	71739	T107	ACFX	76689	T105	ACFX	82545	T105
ACFX	71740	T107	ACFX	76743	T104	ACFX	82672	T105
ACFX	71741	T107	ACFX	76751	T104	ACFX	82695	T105
ACFX	71742	T107	ACFX	76752	T104	ACFX	82716	T105
ACFX	71743	T107	ACFX	76754	T104	ACFX	83846	T106
ACFX	71744	T107	ACFX	76756	T104	ACFX	84073	T105
ACFX	71745	T107	ACFX	77298	T544	ACFX	84299	T105
ACFX	71746	T107	ACFX	77299	T544	ACFX	84887	T105
ACFX	71747	T107	ACFX	77300	T544	ACFX	85053	T525
ACFX	71748	T107	ACFX	77301	T544	ACFX	85064	T866
ACFX	71749	T107	ACFX	77302	T544	ACFX	85146	T966
ACFX	71750	T107	ACFX	77303	T544	ACFX	85147	T966
ACFX	71751	T107	ACFX	77304	T544	ACFX	85148	T576
ACFX	71752	T107	ACFX	77305	T544	ACFX	85149	T966
ACFX	71753	T107	ACFX	77306	T544	ACFX	85150	T966
ACFX	71758	T103	ACFX	77307	T544	ACFX	85183	T565
ACFX	71759	T103	ACFX	77308	T544	ACFX	85234	T966
ACFX	71760	T103	ACFX	77309	T544	ACFX	85235	T966
ACFX	71763	T103	ACFX	77310	T544	ACFX	85236	T966
ACFX	71764	T103	ACFX	77311	T544	ACFX	85237	T565
ACFX	71765	T103	ACFX	77312	T544	ACFX	85267	T565
ACFX	71766	T103	ACFX	77313	T544	ACFX	85269	T565
ACFX	71767	T103	ACFX	77314	T544	ACFX	85270	T565
ACFX	71768	T103	ACFX	77315	T544	ACFX	85271	T565
ACFX	71769	T103	ACFX	77316	T544	ACFX	85272	T565
ACFX	71770	T103	ACFX	77561	T107	ACFX	85476	T565
ACFX	71771	T103	ACFX	78307	T105	ACFX	85534	T537
ACFX	71772	T103	ACFX	80163	T389	ACFX	86379	T866
ACFX	71773	T103	ACFX	80188	T407	ACFX	86381	T866
ACFX	71774	T103	ACFX	80191	T407	ACFX	86955	T104
ACFX	71775	T103	ACFX	80194	T407	ACFX	86970	T104
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ACFX	71777	T103	ACFX	80206	T407	ACFX	86996	T104
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ACFX	71825	T055	ACFX	80374	T407	ACFX	87863	T105
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ACFX	75349	T104	ACFX	80408	T407	ACFX	88666	T104
ACFX	75350	T104	ACFX	80436	T407	ACFX	88798	T104
ACFX	75351	T104	ACFX	80437	T407	ACFX	88800	T104
ACFX	75353	T104	ACFX	80459	T407	ACFX	89110	T054
ACFX	75354	T104	ACFX	80465	T407	ACFX	89275	T106
ACFX	76683	T105	ACFX	80476	T407	ACFX	89276	T106
ACFX	76684	T105	ACFX	80484	T407	ACFX	89281	T106
ACFX	76685	T105	ACFX	80495	T407	ACFX	89441	T104
ACFX	76686	T105	ACFX	80500	T407	ACFX	89483	T104
ACFX	76687	T105	ACFX	82002	T105	ACFX	89619	T104
ACFX	76688	T105	ACFX	82004	T105	ACFX	89629	T104

## SCHEDULE A

RPTG MARK	CAR NUMBER	AAR DESG	RPTG MARK	CAR NUMBER	AAR DESG	RPTG MARK	CAR NUMBER	AAR DESG
ACFX	89649	T104	ACFX	99940	C214			
ACFX	89746	T104	ACFX	99941	C214			
ACFX	89747	T104	ACFX	99947	C214			
ACFX	89748	T104						
ACFX	89750	T104	353	CARS				
ACFX	89751	T104						
ACFX	89752	T104						
ACFX	89753	T104						
ACFX	89754	T104						
ACFX	89755	T104						
ACFX	89756	T104						
ACFX	89757	T104						
ACFX	89796	T104						
ACFX	89816	T104						
ACFX	99221	C214						
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ACFX	99225	C214						
ACFX	99226	C214						
ACFX	99227	C214						
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ACFX	99230	C214						
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ACFX	99927	C214						
ACFX	99928	C214						
ACFX	99930	C214						
ACFX	99931	C214						
ACFX	99932	C214						
ACFX	99934	C214						
ACFX	99935	C214						
ACFX	99936	C214						
ACFX	99937	C214						
ACFX	99938	C214						
ACFX	99939	C214						